

AG Contract No KR02-0543TRN
ADOT ECS File No. JPA 01-186
Project: TEA-066-A(1)P
TRACS: 066 MO 057 / H5837 01C
Section: SR 66/Andy Devine Multi-Use Pathway
5 Year Item No. 75304

**INTERGOVERNMENTAL AGREEMENT
BETWEEN**

THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 11th April, 2003 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF KINGMAN, acting by and through its Mayor and City Council (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. It is to the mutual advantage of the State and the City to landscape certain areas and construct a 10-foot multi-use pathway along both sides of Andy Devine, between MP 57 1 and MP 58.3, including landscaping and irrigation, herein referred to as the "Project".

NO. 25953
Filed with the **Secretary of State**
Date Filed: 04/11/03

Janice K. Brewer
Secretary of State

By: Timothy J. Greenwald

- 4 The work embraced by this agreement and the estimated Project costs are as follows:

Total Estimated Construction Cost	\$532,000.00
(includes Construction Engineering @15% and Change Orders @ 5%)	
Federal Aid Funds @ 94.3%	\$501,676.00
State Funds @ 5.7%	\$ 30,324.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape, multi-use path and irrigation plans for the Project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using State and Federal funds, in an amount currently estimated at \$532,000.00

3. The City shall arrange to have furnished and installed in its name all necessary water services and electrical power to the appropriate points of connection within the project right-of-way.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After satisfactory completion of construction including the 365 day long landscaping establishment phase, the City shall maintain the multi-use pathway along both sides of Andy Devine, the landscaping, the irrigation system, pay for irrigation system electric, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event the City terminates this agreement, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows.

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Kingman
City Manager
310 N Fourth Street
Kingman, AZ 86401

7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

CITY OF KINGMAN

By *Lester Byram*
LESTER BYRAM
Mayor

STATE OF ARIZONA

Department of Transportation

By *Susan Tellez*
SUSAN TELLEZ
Contract Administrator

ATTEST

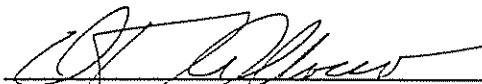
By *Charlene Ware*
CHARLENE WARE
City Clerk



RESOLUTION

BE IT RESOLVED on this 18th day of April, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF KINGMAN for the purpose of defining responsibilities for the acquisition of federal funds, for the use and benefit of the City for the construction of a 10-foot wide Multi-Use Pathway along both sides of SR 66/Andy Devine, between MP 57.1 and MP 58.3, including landscaping and irrigation.

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E. Asst. State Engineer
Engineering Technical Group
for VICTOR M. MENDEZ, Director

**CITY OF KINGMAN, ARIZONA
RESOLUTION NO. 3829**

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA; AUTHORIZING THE
MAYOR TO SIGN AN INTERGOVERNMENTAL
AGREEMENT WITH THE ARIZONA DEPARTMENT OF
TRANSPORTATION, FOR THE ANDY DEVINE AVENUE
PATHWAY/LANDSCAPING PROJECT. [JPA 01-186]**

WHEREAS, the Arizona Department of Transportation Kingman District was awarded a Transportation Enhancement grant for the installation of a pathway and landscaping along Andy Devine Avenue from approximately Airway Avenue to Horizon Blvd., and

WHEREAS, the City of Kingman will be responsible for maintenance of the pathway and landscaping upon completion of the project, and

WHEREAS, the approval of an intergovernmental agreement with ADOT outlining each parties rights and responsibilities is required before further processing of this project can proceed.

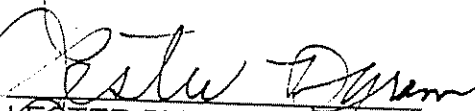
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Kingman, Arizona, hereby authorize the Mayor to sign an intergovernmental agreement with the Arizona Department of Transportation for the Andy Devine Avenue Pathway project.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 17th day of March, 2003.


ATTEST:

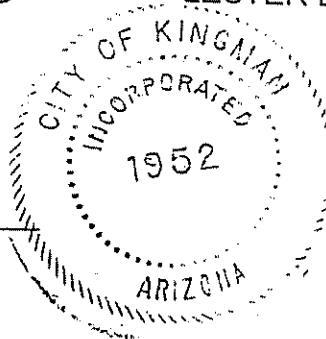

CHARLENE WARE, City Clerk

APPROVED:


LESTER BYRAM, Mayor

APPROVED AS TO FORM:



ROBERT TAYLOR, City Attorney




APPROVAL OF THE CITY OF KINGMAN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF KINGMAN, is an agreement among public agencies which has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 18th day of March, 2003.



 Robert A. Taylor, City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0210TRN (JPA 02-203), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED April 7, 2003.

TERRY GODDARD
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.